

FILED

03 MAR 21 PM 12:00

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LUZ MARIA URZUA, CESAR ANCHANTE-
MARTINETTI,
C/o 6787 Hillsvew Dr,
Vacaville, California Zip Code
Exempt,
Libellant,
vs.
COUNTRYWIDE HOME LOANS et. Al.
C/o 5220 Las Virgenes Road, MS: AC-11
Calabasas, California [91302]
Libellee,

) Case No. 07-CV-05903-JSW
)
) ANSWER TO MOTION AND MOTION TO DISMISS BY
) COUNTRYWIDE HOME LOANS, INC AND ANGELO
) MOZILO.
)
) TO CORPORATE DISCLOSURE STATEMENT BY
) DEFENDANTS COUNTRYWIDE HOME LOANS, INC AND
) ANGELO MOZILO.
)
) TO NOTICE OF INTERESTED PARTIES BY
) DEFENDANTS COUNTRYWIDE HOME LOANS, INC AND
) ANGELO MOZILO.
)
) TO NOTICE OF JOINDER AND JOINDER BY
) DEFENDANTS COUNTRYWIDE BANK, FSB AND
) ANGELO MOZILO.
)
)
)

MEMORANDUM

Now, by special appearance, come Luz Maria Urzua and Cesar: Anchante-Martinetti, the flesh and blood woman and man, Sui Juris and unschooled in law, hereinafter referred to as me, my, I, us or the like, to make the following AFFIDAVIT with clean hands, full disclosure and no intent to defraud, furthermore, the following first hand asseverations are true, complete, certain and not meant to mislead or delay.

1.) We are of legal age, competent to testify and under no legal disability.

- 1 2.) Libellants have filed an action for declaratory judgment.
- 2 3.) Libellants have exhausted their administrative remedies in this
- 3 instant matter.
- 4 4.) Libellants seek a default judgment as libellees have failed to
- 5 rebut the complaint.
- 6 5.) Libellees have failed to ask for a more definitive statement and
- 7 are in agreement with libellant.
- 8 6.) COUNTRYWIDE'S PRESENTMENT fails to aver any first hand knowledge
- 9 of the facts therein.
- 10 7.) Averments of an attorney are not first hand evidence and serve as
- 11 hearsay testimony which is not admissible.
- 12 8.) We have perfected an administrative COUNTERCLAIM procedure to
- 13 exhaust our administrative remedies in this instant matter, see
- 14 Notary Protest.
- 15 9.) An examination of the Notary Protest will serve to establish that
- 16 COUNTRYWIDE has agreed to be bound to the COUNTERCLAIM obtained through
- 17 the binding arbitration process of a Notary Protest, see Notary
- 18 Protest.

17 OVERVIEW OF FACTS

- 18 10.) On May 29, 2007 Libellees sent a presentment to us
- 19 demanding payment of a sum certain.
- 20 11.) We conditionally accepted that presentment upon COUNTRYWIDE'S
- 21 continuing fiduciary duty to deal honestly and answer questions about
- 22 the underlying obligation.
- 23 12.) The RECORD shows that COUNTRYWIDE refused and/or failed to
- 24 provide the requested proof of claim.
- 25 13.) We are unschooled in law and if the terms we have used are
- confusing we apologize and will be honored to clarify any specific
- definition, in doubt, to settle and close this matter in harmony with

the post bankruptcy public policy of the UNITED STATES inc.

14.) COUNTRYWIDE has at no time, until now, indicated any confusion with our correspondence.

15.) COUNTRYWIDE has remained silent until now.

16.) COUNTRYWIDE had ample opportunity to ask for a more definitive statement.

17.) The RECORD shows that no such request for a more definitive statement was executed.

18.) Federal Rules of Civil Procedure provide for default judgment by the clerk for a failure to appear and defend.

19.) The Protest evidences COUNTRYWIDE'S agreement, consent and stipulation to our position.

20.) A declaratory judgment establishing COUNTRYWIDE'S default is appropriate.


In conclusion, we have been the victims of dishonorable predatory lending practices, or at the least, breach of agreement. We have not received an honest answer from anyone in this matter. My recourse to the "judiciary" is in an effort to resolve this matter in an honest and open forum. COUNTRYWIDE HOME LOANS is a U.S. bank chartered by the U.S. and subject to the licensing requirements to operate with clean hands that the U.S. has laid down. COUNTRYWIDE HOME LOANS is, as a matter of policy, operating without clean hands. COUNTRYWIDE HOME LOANS has agreed by silence that we are foreign to the jurisdiction that they answer to and we are calling on the authority vested withholding COUNTRYWIDE HOME LOANS responsible to do so. It is our intent and always has been to simply receive proof of their position, and absent that evidence then a correction of their records to indicate discharge.

1 My yea is my yea and my nay is my nay.

2
3 Dated this 21 day of March, 2008

4 

5 By: authorized representative
6 Without recourse

7 

8 By: authorized representative
9 Without recourse